

**WAIVER OF LIABILITY**  
Form must be **SIGNED** and **HANDED**  
to **MISSION DIRECTOR** prior to play

The Strategy Zone, Route 10, Goshen, NH  
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**COMPLETE THE FOLLOWING SECTION**

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Sex:  Male  Female Date of Birth: \_\_\_\_\_

How did you find us?  Web  Word of Mouth  Newspaper  Info Booth

Other (please specify) \_\_\_\_\_

**1.1 THE PARTICIPANT COVENANTS AND AGREES WITH THE FOLLOWING RULES, TERMS AND CONDITIONS:**

This is a Release of Liability. READ BEFORE SIGNING. In consideration of being permitted to participate in any way in the sport and activities of laser tag at The Strategy Zone, I acknowledge, appreciate, and agree that: 1. The risk of injury from the activity is significant, including the potential for disability and death, and while personal discipline will minimize this risk, the risk of serious injury does exist; 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown; and 3. I understand that the activities are physically and mentally intense. I understand the RULES of play and will comply with all rules and regulations.

**1.2 RELEASE & DISCHARGE**

The Participant releases, discharges, waives and forever holds harmless The Strategy Zone from All Claims for Any Loss sustained by the Participant whether caused by The Strategy Zone's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with The Strategy Zone.

**1.3 INDEMNITY**

The Participant indemnifies The Strategy Zone against All Claims for Any Loss sustained by the Participant whether caused by The Strategy Zone's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with The Strategy Zone.

**1.4 WARRANTY AS TO AGE**

By personally executing this Waiver, the Participant warrants that he or she is at least of eighteen (18) years of age. Where this Waiver is executed by a parent, guardian or other person for and on behalf of the Participant, the person so executing warrants that he or she has authority to do so and that such parent, guardian or other person agrees to indemnify The Strategy Zone in terms of the indemnity contained in clause 1.3 hereof.

**1.5 BAR TO ACTION**

The Participant agrees that this Waiver may be pleaded as a bar to any action, suit or proceedings taken at any time by the Participant against The Strategy Zone arising out of or as a consequence of The Strategy Zone or any incidental activities.

**1.6 CONFIDENTIALITY**

The Participant must keep the terms of this Waiver strictly confidential and no disclosure of the terms of this Waiver is to be made by the Participant other than for the purpose of obtaining legal advice.

**1.7 BINDING ON SUCCESSORS**

This Waiver binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and enures for the benefit of The Strategy Zone and its successors and assigns.

**1.8 DEFINITIONS**

In this Waiver unless inconsistent with the context or subject matter:

**“All Claims”** means all claims, actions, suits, demands, damages, interest and costs arising out of or as a consequence of The Strategy Zone, including any incidental activity;

**“Any Loss”** means any loss, damage or injury to person (including the Participant) or property including but not limited to:

- (a) Any damage or injury occasioned to a participant, howsoever, by:
  - i) Any logs, trees and branches or any part thereof;
  - ii) Any rocks, falling boulders or stones;
  - iii) Any rivers, creeks, streams or any other body of water existing at a The Strategy Zone Venue;
  - iv) Any snakes, spiders or any other wildlife whatsoever;
  - v) Other participants;
  - vi) Any equipment supplied to the Participant by The Strategy Zone in connection with The Strategy Zone;
  - vii) or otherwise arising out of the Participant's involvement in The Strategy Zone.
- (b) Any damage or injury occasioned to a Participant as a result of a Participant:
  - Slipping on rocks, boulders, logs, trees, stumps, land or any other substance; and/or
  - Falling over; and/or
  - Colliding with another participant

Whether caused by:

- (A) Negligence; or
- (B) Accident; or
- (C) Another participant; or
- (D) Flora or fauna; or
- (E) However otherwise caused.

**“The Strategy Zone”** means the outdoor live action role-play combat game; a business and its agencies, suppliers, distributors, servants, employees, agents, representatives, directors, and officers.

**“The Strategy Zone Venue”** means the location at which The Strategy Zone is being convened;

**“Participant”** means their FULL NAME, ADDRESS, and TELEPHONE as submitted at the beginning of this form.

**PHOTO RELEASE:** I agree to allow any photo/video taken of me to be used for advertising of The Strategy Zone (i.e. web page, printed materials, newspaper)

**1.9 SIGNATURES**

By signing this contract you agree to ALL terms and conditions set forth in this agreement.

*(if signing on behalf of Participant, print relationship to Participant)* who warrants that he or she has authority to sign this Discharge, Release and Indemnity on behalf of the Participant and agrees to indemnify The Strategy Zone in accordance with the indemnities contained in this agreement.

\_\_\_\_\_  
PARTICIPANT’S FULL NAME (PRINT)

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Signature of Participant/Guardian (if participant is under 18)

\_\_\_\_\_  
Relationship

Emergency Phone # \_\_\_\_\_